IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONRAD, Individually and on Behalf of All Other Persons Similarly Situated,	§	
Plaintiff,	§	
v.	§	**CASE NO. 3:10-cv-2196-M**
FRANKLIN COLLECTION SERVICE, INC.,	§	
Defendant.	§	

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

The Compromise and Settlement Agreement (ECF No. 48-1, App. 8-31) ("Settlement Agreement") between the Class Representative, the Class Members he represents, Class Counsel, and Defendant Franklin Collection Service, Inc. ("Defendant"), provides for the settlement of Case No. 3:10-cv-2196-M, *Herman Scott Conrad, Individually and on Behalf of All Other Persons Similarly Situated v. Franklin Collection Service, Inc.*, filed in the United States District Court for the Northern District of Texas, Dallas Division, subject to approval by this Court of its terms and to entry of this Final Judgment.

Also before the Court is Plaintiff's Amended Application for Award of Attorneys' Fees and Reimbursement of Expenses, Request for Incentive Award to the Class Representative and Memorandum in Support (ECF No. 66).

Pursuant to this Court's Amended Supplemental Preliminary Approval Order (ECF No. 64), the Court scheduled a Fairness Hearing to consider the approval of the Settlement Agreement and the terms reflected therein.

The Fairness Hearing was held before this Court on October 23, 2013, to consider, among other things, whether the Settlement Agreement should be approved by this Court as fair, reasonable, and adequate, and whether the request for an award of attorneys' fees and expenses is reasonable and should be approved by this Court, and whether the request for an incentive award is reasonable and should be approved by this Court.

NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined by this Order.

2. The Court finds that the notice to the Class of the Settlement Agreement complied with Federal Rule of Civil Procedure 23 and the Due Process Clause of the United States Constitution, and provided Class Members with the best notice practicable under the circumstances.

3. The Court finds that the Settlement Agreement is the product of good-faith, arm's-length negotiations between the Parties, each of whom was represented by experienced counsel.

4. The Court approves the Settlement Agreement and all terms set forth in the Agreement, subject to the modifications in Paragraph 5 of this Order, and finds that the settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the Class Representative and Members, and the Parties to the Agreement are directed to consummate and perform its terms.

5. The Parties dispute the validity of the claims in this Class Action, and their dispute underscores not only the uncertainty of the outcome but also why the Court finds the

Agreement to be fair, reasonable, adequate, and in the best interests of the Class Representative and Members. The relief negotiated by the Parties includes the ability for Class Members to obtain recovery collectively, on a pro rata basis, of $15,000.00. In addition, the Defendant has agreed to pay negotiated maximum amounts for Class Counsels' fees and expenses, an enhancement award of $3,924.63 to be paid to the Class Representative, an award of $10,000 to be paid to the Class Representative for his individual TCPA claim, and an award of $75.37 to be paid to the Class Representative for his individual FDCPA claim. The Court finds that the uncertainties of continued litigation in trial and appellate courts, as well as the expense associated with such continued litigation, balanced against the benefits to the Class Representative and Members provided by the Settlement Agreement, weigh in favor of approval of the Settlement Agreement.

6. The Court notes that no Class Members objected to the terms of the Settlement Agreement or the Court's approval of any terms of the Settlement Agreement. There were no objections to Class Counsels' request for approval of attorneys' fees and expenses, nor were there any objections to Class Representative's request for approval of incentive award.

7. The Class Action is **DISMISSED with prejudice**, and without costs to any party, except as expressly discussed herein, contemplated in the Settlement Agreement.

8. Upon the Effective Date, the Class Representative, and each Class Member, shall be deemed to fully have released and discharged each of the Released Parties from any and all claims, rights, liabilities, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated damages, interest, action or causes of action, of every nature and description whatsoever, known or unknown, asserted or that might have been asserted under state, federal or local law, whether statutory, common law or administrative law, including all legal and equitable

relief, which Class Members have or may have against any of the Released Parties arising out of the allegations in the Plaintiff's Second Amended Complaint.

9. Class Representative and Class Members are hereby enjoined from prosecuting any legal proceeding against any Released Party with respect to the claims released pursuant to the Settlement Agreement and dismissed by this Final Judgment and Order of Dismissal with Prejudice.

10. Class Counsels' request for an award of attorneys' fees in the amount of $100,000 is hereby approved as reasonable and supported by the evidentiary record.

11. Class Counsels' request for an award of expenses in the amount of $7,000 is hereby approved as reasonable and supported by the evidentiary record.

12. Class Representative's request for approval of an incentive award in the amount of $3,924.63 is hereby approved as reasonable and supported by the evidentiary record.

13. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, this Final Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever.

14. Without affecting the finality of this Final Judgment in any way, this Court retains continuing jurisdiction for the purpose of enforcing the Settlement Agreement and this Final Judgment, and other matters related or ancillary to the foregoing.

15. The Parties having so agreed, good cause appearing, and there being no just reason for delay, it is expressly directed that this Final Judgment and Order of Dismissal with Prejudice be, and hereby is, entered as a final and appealable order.

SO ORDERED.

November 5, 2013.

BARBARA M. G. LYNN
UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF TEXAS